## AGREEMENT FOR SERVICES

This agreement ("Agreement"), effective upon the date of execution ("Effective Date") is by and between the Sonoma County Agricultural Preservation and Open Space District, a California special district, (hereinafter "District"), and Sonoma Land Trust, a California nonprofit corporation (hereinafter "Consultant").

## R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified consultant, experienced in school field trips, interpretive hikes, tours, workshops, and other public outings, and related services; and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Consultant for assistance with agricultural and conservation education programs and outings – including but not limited to school field trips, thematic interpretive hikes, tours, and workshops - on various District properties.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

## A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services**.** Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit A and pursuant to Section 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control. A requirement of all Scopes of Work is to include first-aid supplies and equipment at every outing or educational programming event.

1.2 Cooperation With District. Consultant shall cooperate with District and District staff in the performance of all work hereunder. Consultant shall coordinate the work with the District's Project Lead, per the contact information and mailing addresses below:

| **DISTRICT PROJECT LEAD** | **CONSULTANT** |
|---|---|
| Name: Irma Cuevas | Name: Ingrid Sterns |
| Address: 747 Mendocino Avenue – Suite 100 | Address: 822 5th St, |
| Santa Rosa, CA 95401 | Santa Rosa, CA 95404 |
| Phone: 707-565-3426 | Phone: (707) 526-6930 |
| Email: Irma.cuevas@sonomacounty.gov | Email: ingrid@sonomalandtrust.org |

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. District has relied upon the Consultants' representation of its professional ability and training as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release. If District determines that any of Consultant's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with District to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory to District; (c) terminate this Agreement pursuant to the provisions of Section 4; or (d) pursue any and all other remedies at law or in equity.

Without limitation to the foregoing, to the extent Consultant or any of its officials, contractors, agents, or invitees for performance or activities under this Agreement engage with minors, Consultant shall ensure compliance with all background check, monitoring, and minor safety protocols required under applicable laws and otherwise in accordance with all best practices for persons working with minors.

1.4 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time District, in its sole discretion and with or without cause, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from District.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by District to be key personnel, who have complied with all applicable laws, and whose services were a material inducement to District to enter into this Agreement, and without whose services District would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of District.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms: Consultant shall be paid on a time and material/expense basis in accordance with the budget and rate sheet set forth in Exhibit B, attached hereto and incorporated herein by reference, provided, however, that total payments to Consultant for the term of the contract shall not exceed Two Hundred Seventy Thousand Dollars ($270,000) without

the prior written approval of District. Total payments to Consultant for the first year of the contract (date of execution – June 30, 2027) shall not exceed Ninety Thousand Dollars ($90,000). Total payments to Consultant for the second year of the contract (through June 30, 2028) shall not exceed Ninety Thousand Dollars ($90,000). Total payments to Consultant for the third year of the contract (through June 30, 2029) shall not exceed Ninety Thousand Dollars ($90,000). Three months prior to the commencement of each fiscal year covered by this Agreement, Consultant shall submit to District for District's approval a proposed budget for the upcoming fiscal year. Changes to planned outings and/or educational programming may be executed by contacting the District and receiving written approval.

Consultant shall submit its invoices in arrears on a quarterly basis in a form supplied by the District included in this Agreement as Exhibit C. A detailed progress report that adheres to the guidelines provided by the Community Relations Assistant will be submitted with each invoice. Expenses not expressly authorized by the Agreement shall not be reimbursed. A comprehensive list of approved expenses in included in this Agreement as Exhibit D. The invoices shall show or include, at a minimum, the following information:

- Name of Project: Public Outings & Youth Education Program
- District Contract Number: 1636
- Copies of all subconsultant/subcontractor invoices, if any
- A narrative description of the task(s) performed tied directly to the costs, including the property name and project identification
- Data gathered through program sign-in forms, including number of people served (youth and adults), number of project hours, and additional demographic information
- The date and time (in quarter hours) of the services performed
- The hourly rate or rates of the persons performing the task
- Copies of receipts for reimbursable materials/expenses, if any, and
- Any other information requested by the District

Unless otherwise noted in this agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District in its sole discretion.

Pursuant to California Revenue and Taxation Code Section 18662, the District shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify as any of the foregoing, District requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified as any of the foregoing, then the District requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in

facts contained therein. By signing Form 587 or Form 590, the Consultant agrees to promptly notify the District in writing of any changes in the facts contained therein. Forms shall be sent to the District pursuant to Section 12. To reduce the amount withheld, Consultant shall provide District with a determination letter from the State of California expressly allowing reduced withholding.

3. Term of Agreement. The term of this Agreement shall be from the date of execution to June 30, 2029 unless terminated earlier in accordance with the provisions of Section 4. The District, at its option, shall have the right to extend the Term of the Agreement for two additional one-year periods by providing notice to Contractor.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, District may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.
In the event of termination, Consultant, within fourteen (14) days following the date of termination, shall deliver to District all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to District an invoice with the information required by Section 2.

4.4 Payment Upon Termination. Upon termination of this Agreement by District, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if District terminates the Agreement for cause pursuant to Section 4.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The District's Board of Directors has the authority to terminate this Agreement on behalf of the District. In addition, the District's General Manager, in consultation with District Counsel, shall have the authority to terminate this Agreement on behalf of the District.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including District, and to defend, indemnify, hold harmless, and release District, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against District based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section 5 apply whether or not there is concurrent negligence on District's part, but to the extent required by law, excluding liability due to District's conduct. District shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit E, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Modifications to Agreement. Extra or changed work or other modifications to this Agreement shall not be effective unless and until such change is evidenced by a writing signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the District's General Manager in a form approved by District Counsel. The District's Board of Directors must authorize all other modifications to this Agreement. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, District personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the District.

9. Representations of Consultant.

9.1 Standard of Care. District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby

agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to defend, indemnify, and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on earnings under this Agreement.

9.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall do work under this Agreement for Consultant. In addition, if requested to do so by District, Consultant shall complete and file, and shall require any other person doing work under this Agreement for Consultant to complete and file a "Statement of Economic Interest" with District disclosing Consultant's or such other person's financial interests.

9.6 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will

be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.7 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the District's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.8 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.9 Assignment of Rights. Consultant assigns to District all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of District.

9.10 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of District. District shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to District all such documents, which have not already been provided to District in such form or format, as District deems appropriate. Such documents shall be and will remain the property of District without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District.

9.11 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

9.12 Subcontracts. Consultant shall require all subcontractors to enter into an agreement which shall provide to District all the same rights and protections as set forth in this Agreement at Section 9 (Representations of Consultant), Section 6 (Insurance), and Section 5 (Indemnity), so as to require all such subcontractors to indemnify and defend District to

the full extent of Consultant's indemnity and defense obligations.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Section 10 limits District's right to terminate this Agreement pursuant to Section 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Invoices and Making Payments. All notices, invoices, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, invoices, and payments shall be addressed as follows:

| | |
|---|---|
| TO DISTRICT: | Sonoma County Agricultural Preservation<br>and Open Space District<br>747 Mendocino Avenue<br>Santa Rosa, CA 95401<br>Phone: 707-565-7366 |

Invoices may be electronically submitted to: aposd.ap@sonoma-county.org

| | |
|---|---|
| TO CONSULTANT: | Sonoma Land Trust<br>822 5th St,<br>Santa Rosa, CA 95404<br>Phone: (707) 526-6930 |

When a notice, invoice, or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice, or payment is sent by facsimile or email, the notice, invoice, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice, or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, invoices and payments shall be effective upon receipt by the recipient. Changes may be made in the names

and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. District's choice not to exercise, or delay in exercising, any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. Waiver by District of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction and Severability. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and District acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the City of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: SONOMA LAND TRUST

By:_____
Eamon O'Byrne,
Executive Director

Date: _____

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By:_____
Misti Arias,
General Manager

Date: _____

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: _____
Amy Ricard,
Community Resources Manager

Date: _____

APPROVED AS TO FORM BY:

By: _____
Aldo Mercado, County Counsel

CERTIFICATES OF INSURANCE ON FILE WITH THE DISTRICT:

By: _____
Sara Ortiz, Administrative Aide

Date: _____

**Exhibit A**
**Scope of Work**

## Program Description

### Public Outings

Sonoma Land Trust's public outings program was created in 2011 and has grown to include more than 100 outings per year, serving over 1,500 people. Its purpose is to educate the public about land conservation in Sonoma County while providing an up-close experience with these protected lands. Since Sonoma County Ag + Open Space works in close partnership with Sonoma Land Trust on land conservation, this provides a natural opportunity to highlight the work and mutual goals of both organizations at a county-wide scale.

Central to the outings program is education about land conservation. We emphasize Sonoma Land Trust's partnership with Ag + Open Space and our mutual goals around adaptation for climate change and the global 30x30 biodiversity initiative. We educate people about sea-level rise and the importance of wetland restoration, land conservation to protect wildlife corridors and biodiversity, managing landscapes for protection against catastrophic wildfires, protection of riparian resources to ensure ecosystem health, and the importance of access to nature for all.

Key to our programming is our theme of empowering communities to protect nature, by providing equitable access to protected lands, environmental information, and opportunities to act for nature. Our equity-based programming prioritizes communities who have historically limited access to protected lands, such as BIPOC communities, Spanish-speaking communities, and people living in urban areas without close access to nature. We reach these audiences through Spanish-language communications, providing transportation from downtown Santa Rosa, and partnering with a variety of community groups on outings to meet their needs and interests. Our monthly Familias al Aire Libre outings are Spanish-forward, while Community in Nature outings are designed for accessibility and focus on immersive outdoor experiences such as forest bathing, nature journaling, and storytelling.
Additionally, our college internship program offers six students each year the opportunity to learn how to lead group outings on protected lands, gaining professional experience, stipends, and college credit.

### Youth Education

Students Learning in Marsh Environments (SLIME) is Sonoma Land Trust's regional field trip program at San Pablo Bay National Wildlife Refuge serving 3rd and 4th grade students. Through an inquiry-based curriculum aligned with Next Generation Science Standards (NGSS), students learn about conservation and restoration, ecosystems, biodiversity, climate change resilience, and the Indigenous and colonial histories of the area. The program begins with a pre-trip orientation (virtual or in-person, at the teacher's preference) that builds foundational knowledge and a sense of place, followed by an on-site field trip to Dickson Ranch in the Refuge.

SLIME is an equity-forward program that prioritizes outreach, transportation, and programming for under-resourced or marginalized schools and communities. Programming is offered in English, Spanish, or bilingually to better serve Spanish-speaking students and families. Transportation scholarships are prioritized for Title I schools and those with high populations of socioeconomically disadvantaged students. Virtual field trip options are available to address accessibility and transportation barriers.

During the field trip, students engage in hands-on, inquiry-based activities at a site of active restoration that supports climate resilience and protects working lands near the Baylands. Trained staff create a safe, engaging learning environment that strengthens students' sense of place, deepens understanding of land conservation, and introduces conservation and science careers.

## Program Priorities

### Location

Ag + Open Space protected lands on which the Land Trust will facilitate outings include Sonoma Mountain Vernal Pools, McCormick Ranch, Glen Oaks Ranch, Estero Americano Preserve, Pole Mountain,

Dickson Ranch, Cooper Creek addition to Taylor Mountain, and the Santa Rosa Southeast Greenway, in addition to new acquisition properties, and other lands on occasion.

SLIME field trips take place at the Dickson Ranch within the San Pablo Bay National Wildlife Refuge near Sears Point. This site features extensive tidal marsh conservation and restoration by the Land Trust in partnership with Ag + Open Space. Though underutilized by the public, it offers an ideal setting for hands-on learning about watersheds, marsh ecosystems, sea-level rise mitigation, and related concepts commonly referenced in elementary science and NGSS curricula.

### Hybrid Programming

SLIME pre-trip orientations and field trips may be conducted virtually or in person, depending on teacher preference or circumstances. While educators generally prefer in-person experiences, the program can be fully facilitated virtually using video, images, maps, and other digital resources to create engaging and experience. This hybrid flexibility has been essential during remote learning, transportation disruptions, or inclement weather.

### Key Messaging and Communications

At the start of each public outing, staff will introduce the land and the organizations that protected it. The key messages about Sonoma County Ag + Open Space will be included as a regular part of the introduction of each outing. Land conservation messaging will be integrated into the talking points and script for each protected land based on which topics are most relevant to those properties. We will continue to present key messages throughout the guided outing to reinforce these ideas.

SLIME's curriculum covers conservation and restoration, adaptation and ecology, and climate resilience, reflecting key messaging guidelines. Land conservation messaging will be integrated into both the classroom pre-site visit and on-site program, with staff highlighting Ag+ Open Space as a key partner in the acquisition and restoration and how it contributes to the county's broader conservation goals.

All outreach materials will recognize Ag + Open Space as a key partner and include applicable key messaging. Program descriptions, press releases, and logo usage and will be submitted for review in advance (see SECTION 8: Additional Information for examples).

### Ag + Open Space Participation and Monitoring

Ag + Open Space staff will be welcome to join in as many outings and youth education programs as they see fit, and we will always highlight and provide opportunities for staff to share their messages and land conservation stories. Monitoring visits will be expected as well.

## Data and Evaluation

We will record the requested baseline data for our public outings and youth education programs. For the public outings, we will aim to serve the Spanish-speaking community through our bilingual Spanishfirst family outings, as well as all our public outings by creating bilingual promotional materials and communications and providing Spanish interpretation. We also aim to serve a variety of BIPOC communities through partnering with community groups to co-create outings together. Staff collect participant data through a variety of methods, including registration pages, direct solicitation, and postparticipation evaluations. We will track the number of participants in our Spanish-first outings as well as the number of community group outings and participants, and administer post-outing surveys and evaluations based on those surveys.

For youth programs, participant demographics will be generated through publicly available datasets for each school. SLIME field trips will be evaluated through a post-program teacher survey designed to measure educational content retention, conservation awareness and affinity, and sense of place and land ethic. Results are collated, analyzed and shared annually.

### Statement of Requirements — Scope of Work — Basic Tasks

Sonoma Land Trust's community programs team will develop and implement conservation education programs tailored to a diverse cross-section of Sonoma County youth, adults, and families through public outings and youth education programs which will include guided in-person outings and in-schooltime field trips. Sonoma

Land Trust has the capability to address and provide all equipment, tools, transportation, and software necessary to complete all required Basic Tasks.

**Basic Task 1: Planning**

1. Our accounting team uses Innovative Business Systems to track and invoice staff time for planning Ag + Open Space–sponsored public outings and youth education programs.
2. Staff will identify, evaluate, and prioritize opportunities to connect Sonoma County's communities to Ag + Open Space protected lands through public outings. For youth education programs, staff will identify, prioritize, and contact schools most in need.
3. Through guided outings, we will proactively reach broad audiences in welcoming, enjoyable, and educational experiences that foster appreciation for protected lands. SLIME provides inquirybased field trips with virtual and bilingual options that enhance students' understanding and appreciation of local conservation.
4. We will provide accessible outings by considering mobility needs, offering Spanish-language programming and translation, providing transportation and equipment, and involving community groups in outing design. SLIME field trips take place at the ADA-compliant Dickson Ranch site and provide transportation scholarships to support groups most in need.
5. Land Trust staff have developed and aligned SLIME curriculum foe with NGSS (see attachments SLIME NGSS Correlations).
6. Ag + Open Space key messages will be presented at the start of each outing to frame the work that preserves these lands, reinforced throughout the experience, and incorporated into the youth education curricula. Samples will be shared with the Ag + Open Space District once contracted.
7. Outing dates will be provided quarterly to the Ag + Open Space Community Relations Assistant by email by the required deadlines, while youth program dates will be maintained in a shared calendar.
8. Sonoma Land Trust program staff will attend quarterly meetings with the Ag + Open Space District and outings consultants, collaborating proactively as opportunities arise.

**Basic Task 2: Field Implementation**

1. Our accounting team will use Innovative Business Systems to track and invoice staff implementation time for Ag + Open Space–sponsored public outings and youth programs.
2. All field outings will include at least one staff member certified in First Aid/CPR, carrying a first aid kit. Additional staff, interns, and assistants will be trained in safety protocols to assist in emergencies.
3. All participants (or their parents/guardians) will complete a waiver before each outing, incorporating Ag + Open Space liability and photo release language.
4. Current waiver templates will be kept on file with Ag + Open Space.
5. Signed waivers or permission slips will be provided to Ag + Open Space upon request.

**Basic Task 3: Evaluation and Administration**

1. Our accounting team will use Innovative Business Systems to track and invoice staff time for the evaluation and administration of Ag + Open Space–sponsored programs, following reimbursable expense requirements and including all receipts.
2. All documents related to public outings and youth programs will be maintained in digital file storage managed by Ag + Open Space.
3. We will maintain robust records of participant data and reimbursable expenses, submitting all data and invoices quarterly, using the standard invoice and data tracking document. Invoice packets will be submitted by the final day of the following month.
4. For youth education programming, we will implement teacher evaluation to measure program success and progress toward Ag + Open Space's desired outcomes, sharing a sample template and notifying Ag + Open Space of any changes.

5. For outings programming, we will develop participant evaluations to measure program success and progress toward Ag + Open Space's desired outcomes, sharing a sample template and notifying Ag + Open Space of any changes.
6. Evaluation summaries of 2–4 pages will be shared annually at the end of each fiscal year. Staff will also attend an annual meeting with the Community Relations Assistant to review outcomes and plan for the following fiscal year.
7. We will follow Ag + Open Space branding guidelines for all outreach materials, including the logo and messaging on online event postings and sign-ups, day-of sign-in sheets, informational letters and flyers, evaluations, and liability and photo releases.
8. All program descriptions, press releases, and outreach materials will be submitted to Ag + Open Space for review before distribution and will acknowledge the partnership with Sonoma Land Trust. We will follow the post-contract review process and timelines to ensure materials meet partnership and branding requirements.
9. Email addresses collected from public outings will be shared with Ag + Open Space upon request, with participant consent and in accordance with privacy regulations and SLT policies

**Exhibit B**
**Cost of Service**

## Public Outings

The Public Outings Program will organize 30 outings per year on Ag + Open Space protected properties for members of the public, including community groups, Spanish speakers, mobility-limited, and other marginalized audiences. To ensure safety in remote areas, most outings will be limited to 30 participants. A standard outing, on average, is 6 hours of implementation. All outings are staffed by the Land Trust's bilingual outings guide and/or the public programs manager plus the community engagement programs assistant and/or 1-2 interns and at times a guest presenter. In total, each outing costs approximately $1,557.

## Field Trips to the Baylands

The *Students Learning in Marsh Environments* (SLIME) Field Trip Program will host 25 field trips at the Dickson Ranch property at the San Pablo Bay National Wildlife Refuge or virtually as conditions require. Bus transportation will be provided to reduce barriers to entry for Title 1 schools and those with significant socioeconomically disadvantaged student populations. The bilingual youth programs coordinator and program assistant attend all field trips to provide instruction, facilitation, and safety supervision. In total, each field trip costs approximately $2,170.

## Rate Sheet*

| **Staff Name** | **Title** | **Classification** | **Rate *(hourly + taxes + benefits)*** |
|---|---|---|---|
| Ingrid Stearns | Public Programs Manager | Exempt | **$62.62** |
| Mirella Ramos | Bilingual Youth Programs Manager | Exempt | **$62.62** |
| Carlos Rivas | Bilingual Outings Coordinator | Hourly | **$46.83** |
| Kylie Kerr | Bilingual Youth Programs Coordinator | Hourly | **$46.83** |
| Chloe Howard | Community Engagement Programs Assistant | Hourly | **$29.77** |

***** Rates may be raised on an annual basis subject to the prior written approval of the Ag + Open Space General Manager

**Budget**

A budget for both the Public Outings and Youth Education Programs follows, and includes a percentage breakdown by area.

# Ag + Open Space Public Outings and Youth Education
# FY27-FY29 Budget

| Property-Specific Staff Time | Budget per year | Notes |
|---|---|---|
| Public Outings | $ 26,103 | 30 outings: Outings Coordinator (375 hours) Planning 120 hrs, Implementation 240 hrs, Eval 15 hrs;<br>17 outings: Public Programs Manager (120 hours) Planning 34 hrs, Implementation 68 hrs, Evaluation 18 hrs;<br>6 outings Program Assistant (36 hours) Implementation 36 hours |
| Youth Education | $ 22,276 | 20 SLIME field trips: Youth Programs Manager (55 hours) Planning 20 hrs, Evaluation 35 hrs;<br>Youth Programs Coordinator (275 hours) Planning 80 hrs, Implementation 180 hrs, Evaluation 15 hrs;<br>Programs Assistant (200 hours) Planning 20 hrs, Implementation 180 hrs |
| Sub-Total | $ 48,379 | |
| Percent of Budget | 53.75% | |
| **Administrative Staff Time** | | |
| Public Outings | $ 2,520 | Public Programs Manager: 40 hrs |
| Youth Education | $ 1,879 | Youth Programs Manager: 30 hrs |
| Overhead/Indirect rate | $ 15,833 | 30% of wages |
| Sub-Total | $ 20,232 | |
| Percent of Budget | 22.48% | |
| **Mileage and Transportation** | | |
| Mileage Public Outings | $ 1,129 | $0.752 * 50miles * 30 outings |
| Mileage Youth Education | $ 2,000 | SLIME Pre-visit lessons in person: $20*20. Field visits YPC: $40*20+ PA: $40*20 |
| Transportation Youth Education | $ 10,000 | SLIME Bus Transportation for 20FT*$500/bus |
| Sub-Total | $ 13,129 | |
| Percent of Budget | 14.59% | |

| | | |
|---|---|---|
| **Materials and Supplies**<br>Public Outings | $ | |
| Youth Education | $ | |
| Sub-Total | $ | |
| Percent of Budget | 0.00% | |
| **Communications and Outreach**<br>Public Outings<br>Youth Education | | |
| Sub-Total | - | |
| Percent of Budget | - | |
| **Incidentals**<br>Public<br>Outings | $8,260 6 interns * 8 hikes @ $120; 10 guest hike leaders @ $250 | |
| Youth Education | $ - | |
| Sub-Total | $ 8,260 | |
| Percent of Budget | 9.18% | |
| **Subcontractors**<br>Public Outings | - | |
| Youth Education | - | |
| Sub-Total | - | |
| Percent of Budget | - | |
| **TOTAL** | $ 90,000 | |

**Exhibit C**

All invoices must have a *Unique Invoice Number*. If your organization has more than one program, each program must submit an invoice with a unique invoice number

**Organization Name:** **PROGRAM NAME**

**Remit to address:**

**City, State, ZIP:**

To: **Sonoma County Ag + Open Space**
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401-4850

Contract Name: **Public Outings and Youth Education Program**
Contract Number:

*Unique Invoice Number:*

| | | Start Date | End Date | |
|---|---|---|---|---|
| | Dates of service: | | | |
| | | **Task 1** | **Task 2** | **Task 3** | |
| Please enter the Property Name by clicking the drop down list. | **Rate** | **Planning** | **Field Implementation** | **Evaluation and Administration** | |
| **PROPERTY NAME** | | | | | |
| Staff Title, Staff Name | | | | | - |
| Staff Title, Staff Name | | | | | - |
| Staff Title, Staff Name | | | | | - |
| Staff Title, Staff Name | | | | | - |
| Staff Title, Staff Name | | | | | - |
| Staff Title, Staff Name | | | | | - |
| Staff Title, Staff Name | | | | | - |
| Staff Title, Staff Name | | | | | - |
| Staff Title, Staff Name | | | | | - |
| Staff Title, Staff Name | | | | | - |
| Staff Title, Staff Name | | | | | - |
| Staff Title, Staff Name | | | | | - |
| **Materials & Supplies** | **Cost** | | | | |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| **Mileage & Transportation** | **Miles** | | | | |
| | | | | | - |
| | | | | | - |
| **TOTAL** | | | | | **$** - |
| | | | | | |
| **PROPERTY NAME** | | | | | |
| Staff Title, Staff Name | $ - | | | | - |

**Exhibit C**

| Please enter the Property Name by clicking the drop down list. | Rate | Task 1 Planning | Task 2 Field Implementation | Task 3 Evaluation and Administration | Current Invoice Totals |
|---|---|---|---|---|---|
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| **Materials & Supplies** | **Cost** | | | | |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| **Mileage & Transportation** | **Miles** | | | | |
| | | | | | - |
| | | | | | - |
| **TOTAL** | | | | | **$ -** |
| | | | | | |
| **PROPERTY NAME** | | | | | |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| **Materials & Supplies** | **Cost** | | | | |

**Exhibit C**

| Please enter the Property Name by clicking the drop down list. | Rate | Task 1 Planning | Task 2 Field Implementation | Task 3 Evaluation and Administration | Current Invoice Totals |
|---|---|---|---|---|---|
| **TOTAL** | | | | | $ - |
| | | | | | |
| **Communications and Indirect Costs D2999999** | | | | | |
| Indirect (not to exceed 30% of total wages per invoice) | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| **TOTAL** | | | | | $ - |
| | | | | | |
| **Administrative and Subcontractor Staff Costs** | **D2999999** | | | | |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| Staff Title, Staff Name | $ - | | | | - |
| **TOTAL** | | | | | $ - |
| Total Hours | | 0 | 0 | 0 | |
| | | | | **INVOICE TOTAL** | $ - |

**Exhibit D**

# Ag + Open Space Public Outings + Youth Education Program

*Reimbursable Expenses*

FY 2026-2029

The following list is subject to change pending awarded contracts and the scope of work defined therein.

- **Property-Specific Staff time** – Any staff time associated with the planning, implementation, or evaluation of property-specific programs. Rates determined in the t
- **Administrative Staff time** – Staff time associated with general planning, administration, or evaluation and reporting of Ag + Open Space-sponsored programs.
- **Mileage & Transportation** – Mileage to-and-from program locations on day-of, or when planning programs and scouting locations. Bus charters and other short-term rentals required for transporting staff or members of the public for the day-of the program. Mileage will be reimbursed per IRS standard rates.
- **Materials & Supplies** – Consumables such as paper, pens, snacks, food or other non-durable goods used for programming will be reimbursed in full based on submitted receipts. Funds for tools, equipment, software, hardware and first aid kits may be expensed, upon approval of Ag + Open Space.
- **Communications & Outreach** – General communications collateral associated with promoting Ag + Open Space-sponsored programs. Can include paid advertising of Ag + Open Space-sponsored outings and opportunities, online platforms for registration, etc.
- **Incidentals** – Honorariums for guest speakers and other miscellaneous fees to be approved in advance by Ag + Open Space as needed.
- **Subcontractors** – To be outlined in contracts.
- **Indirect costs -** Can be either built into hourly staff rates (fully burdened rates), or as a separate expense in the proposed budget. Details regarding indirect costs will be discussed and finalized during the contracting process.

If co-hosting and collaboration are part of the contracted scope of work, each entity should independently request reimbursement for expenses incurred (i.e. if two consultants plan an Ag + Open Space-sponsored hike together, each entity should request reimbursement for any applicable time, materials, etc. in their respective invoices).

Ag + Open Space maintains the right to update this list of reimbursable expenses as needed. Ag + Open Space retains the discretion to approve or deny reimbursable expenses, and consultants are encouraged to contact Ag + Open Space for clarity as needed.

**Exhibit E**

**Insurance Requirements**

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

**Workers Compensation and Employers Liability Insurance**

**a.** Required if Consultant has employees as defined by the Labor Code of the State of California.
**b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
**c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
**d.** *Required Evidence of Insurance*: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

**General Liability Insurance**

**a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
**b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
**c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $100,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
**d.** Sonoma County Agricultural Preservation and Open Space District (District) shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
**e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
**f.** The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
**g.** The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
**h.** *Required Evidence of Insurance*:

**i.** Certificate of Insurance.

**Automobile Liability Insurance**

Minimum Limit: $1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

Insurance shall cover hired and non-owned autos.

*Required Evidence of Insurance*: Certificate of Insurance.

**Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

**Documentation**

The Certificate of Insurance must include the following reference: Contract 1636 Outings and Education. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.

The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401.

Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.